

Terms of Service

Introduction

1. These Terms and Conditions of Use (“Terms”) govern the access or use by you (“you”) of websites and mobile application (collectively, the “Site”) made available by PARKGENE PTE LTD. Your access and use of the Site constitutes your acknowledgement that you have read, understood and agree to abide by and comply with all terms and conditions contained in or referenced by these Terms as well as our Privacy Policy, whether or not you register as a user of the Site. If you do not agree to these Terms, you may not access or use the Site.
2. Use of the Site and these Terms are governed by the laws of Singapore, and the applicable laws of Singapore, without regard to its conflict of laws principles. You are responsible for complying with these laws and the laws of the country in which you reside.
3. These Terms relate to your passive use of the Site, if you wish to book a parking space through the Site you will also need to enter into a **Parking Space License Agreement** with the parking space owner and you will be bound by our **Driver Agreement**.
4. If you are a parking space owner and you wish to rent your parking space with us you will be bound by our **Parking Space Owner** agreement.
5. Please note that we reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms regularly for updates.

Prohibited Activities

1. You may not use the Site to:
 - a. Publish any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information or content;
 - b. Defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others including, without limitation, rights relating to privacy and publicity; or
 - c. Distribute any information, materials or content (including for greater certainty, software) which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component;
2. You acknowledge that we may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard.
3. You are not entitled to reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purpose the Site’s contents other than content you have posted. You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect usernames, email addresses or any other data or content for the purposes of sending unsolicited email or for any other use.

Linked Content

1. The Site may include links to other web sites or material which are beyond its control. We are not responsible for any content on any site outside the Site, nor do we make any representation or warranty of any kind regarding any linked site or the information, products or services appearing thereon.
2. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. You will remove any link you may have to the Site on our request.

Intellectual Property

1. The format and content of this Site is protected by copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on this Site.
2. We grant you a limited license to access and make personal and use of the Site, but not to download (other than page caching) or modify it, or any portion of it, except with our express written consent.
3. By uploading or displaying any user-generated content ("User Content") on this Site you warrant that you have full right and authority to display that content and expressly assign all copyright and other rights to such content to us (and you agree to waive all moral rights in relation to such content). For the avoidance of doubt, we are permitted to use any User Content for any of our other business purposes, even following termination of your account.
4. We do not screen User Content (including content relating to available parking spaces) or information on the Site and we cannot give any assurance as to its accuracy or completeness. Users of this Site are asked not to publish any defamatory, misleading or offensive content or any content which infringes any other person's intellectual property rights.

Our Liability

1. The material displayed on our Site is provided without any representations, conditions or warranties as to its accuracy and is provided on an "as is" and "as available" basis. You acknowledge and agree that use of the Site and its content is entirely at your own risk. To the extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity.
2. Your access to the Site may be occasionally interrupted to allow for repairs, maintenance or the introduction of new facilities or services. Any such interruption shall not constitute a breach by us of these Terms.
3. We will not be liable for any damages arising as a result of your use of the Site, or any interruption in your access to the Site, whether such damages are incurred or suffered as a result of our negligence or otherwise, including, without limitation, direct, indirect, incidental, consequential, special,

exemplary, punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities, whether or not PARKGENE is advised of the possibility of such damages.

4. You agree to indemnify and hold harmless PARKGENE PTE LTD. and its officers, directors, and employees from any and all claims, demands, losses, liabilities, and expenses, arising out of or in connection with: (i) your use of the Site; (ii) your breach or violation of any of these Terms; (iii) PARKGENE's use of your User Content.

Questions

If at any time you would like to contact us with your views about these terms of use, you can do so by emailing us at: info@parkgene.io

Last Updated: MAY 7th, 2018

Privacy Policy

Introduction

1. PARKGENE PTE LTD. ("we" or "us" or "PARKGENE") takes the privacy of your information very seriously. The purpose of this privacy policy (the "Privacy Policy") is to inform persons who use our website and mobile application ("you" or "your") about how we collect, use, disclose and protect your personal information in connection with your use of our website or mobile application (collectively referred to below as the "Site"). Please read this Privacy Policy carefully. By using the Site and any services we offer via the Site, you are agreeing to be bound by this Privacy Policy in respect of the information collected about you via this Site.
2. If you have any questions about this Privacy Policy, please get in touch and we will do our best to answer your questions.

Personal Information We Collect

1. We only collect personal information about you after you have provided us with your consent to collect that information. By voluntarily providing this information to us, you consent to the collection and use of your personal information as set out in this Privacy Policy.
2. In connection with your use of the Site, we may collect the following personal information from you:
 - a. Certain information required to register with the Site including first and last name, your address, mobile number together with some basic security information;
 - b. Details of any bookings you make through the Site;
 - c. Your email address and password;
 - d. Billing information such as your credit card number and expiry date;
 - e. Automobile details, license plate, make, model and year; and
 - f. Other information about you that you voluntarily provide us.
 - g. Information required by the **GENE Wallet** for payouts including, date of birth, bank, account number and transit numbers.

3. Although it is not compulsory to give us this information in order to use the Site, if you do not then you cannot register as an account with the Site, make a booking for a parking space, or list a parking space for rent.

Use of Personal Information

1. We will use this information in order to:
 - a. Administer your bookings whether you are a parking space owner or a driver;
 - b. Collect payment of parking space fees from you on behalf of our parking space owners;
 - c. Deliver payment of parking space fees collected on your behalf;
 - d. Make general improvements to our Site and the services we offer;
 - e. Analyze how customers are making use of the Site;
 - f. Notify you of certain offers and new products (subject to your right to unsubscribe or opt-out);
 - g. Market and advertise relevant products and services. This may include PARKGENE and our partners sending you information about products and services that will be relevant to you, by email, mobile messaging, postal mail or direct telephone contact. All of the above are subject to your stated preferences; we and our content partners will always make it clear how you can prevent such marketing or communications i.e. opt-out of these uses; and
 - h. Manage your account and provide you with customer support.
2. Your personal information will not be used for any other purpose without your consent.

Sharing of your Personal Information

1. In order for payments to be processed, you may need to provide some necessary details to our payment processing agent(s). We do not store credit card numbers or CVV/CVV2 security numbers on our servers.
2. We may transfer your personal information to a third party as part of a sale of some or all of our business and assets to any third party or as part of any business restructuring or reorganization, but we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this Privacy Policy.
3. Other than as set out above, we will not disclose any of your personal information without your permission unless we are required by law to do so (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime).

Other Information Collected when Using our Site

1. Log files/IP addresses. When you visit the Site our web server automatically records your IP address. This IP address is not linked to any of your personal information. We may also gather other non-personal information (from which

we cannot identify you) such as the type of your internet browser, which we use to provide you with a more effective service.

2. Cookies. When you visit the Site, we may store some information (commonly known as a "cookie") on your computer. Cookies are pieces of information that a website transfers to your hard drive to store and sometimes track information about you. Cookies are specific to the server that created them and cannot be accessed by other servers, which means that they cannot be used to track your movements around the web. Passwords and credit card numbers are not stored in cookies. A cookie helps you get the best out of the Site and helps us to provide you with a more customized service. We use cookies for the following purposes:
 - a. Storing details about your Site preferences (for instance, where you are based);
 - b. Storing details about any listings you have viewed; and
 - c. Enabling our web server to track your session between pages of the Site and provide a continuity of experience
 - d. You can block or erase cookies from your computer if you want to (your browser's help screen or manual should tell you how to do this), but certain parts of the Site are reliant on the use of cookies to operate correctly and may not work correctly if you set your browser not to accept cookies.

Website Security

We use appropriate security safeguards to protect your personal information against loss, theft, and unauthorized access. Any personal information you provide to PARKGENE is exchanged on a secure server. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while PARKGENE strives to protect your personal information, we cannot warrant the security of any information you transmit to us, and you do so at your own risk.

Unlawful Activities

We reserve the right to co-operate with local, provincial, national and international authorities in investigations of improper or unlawful activities, and this may require the disclosure of personal information. We may also report to other organizations about improper or unlawful user activities on this Site, and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

Children

PARKGENE's services are directed at an adult market, and therefore the Site is intended for use by adults only. We encourage parents to take an active role in their children's use of the Internet, and to inform them of the dangers of providing information about themselves over the Internet. Children of any age should always ask a parent for permission before sending personal information to anyone online. No information should be submitted to or posted on this Site by users under 18 years of age without the consent of their parent or guardian. Children are not eligible to use our services and we ask that minors (under the age of 18) do not submit any personal information to us.

Access and Modification to Your Personal Information

1. At your request, we will provide you with a statement disclosing all your personal information currently in our possession, and an explanation of how your personal information has been used and/or disclosed by us. Your right to access your personal information is subject to applicable legal and commercial restrictions.
2. If you wish to update your personal information, please login to your account on our Site to make such changes online.
3. If you have an online account with us, you may also choose to close your account at any time. After you close your account, you will not be able to sign in to our Site or access any of your personal information. However, you can open a new account at any time.

Modification to Privacy Policy

We reserve the right to occasionally update this Privacy Policy. When we post changes to this Privacy Policy, we will revise the “last updated” date at the top of this Privacy Policy. This Privacy Policy is not intended to, and does not, create any other contractual or other legal rights for or on behalf of PARKGENE.

Questions

If at any time you would like to contact us with your views about these terms of use, you can do so by emailing us at: info@PARKGENE.io

Last Updated: MAY 7th, 2017

Driver/Owner License Agreement

Introduction

1. This parking space license agreement (“Agreement”) is between the driver (“Driver”) who has booked a parking space through a website or mobile application (collectively, the “Site”) made available by PARKGENE PTE LTD (“PARKGENE”) and the owner or operator (“Owner”) of the parking space (the “Parking Space”) which has been licensed.
2. The Owner represents and warrants that it is the owner of the Parking Space or the person who is duly authorized to arrange licensing of the Parking Space. This Agreement details the terms and conditions which apply between the Driver and the Owner relating to the Driver’s license of the Parking Space.
3. The Driver agrees to be responsible for ensuring that any person the Driver allows to drive the vehicle to the Parking Space complies with the terms of this Agreement and the Owner similarly agrees to be responsible for ensuring that any person who assists the Owner with managing a booking, or is responsible for or authorized to manage the Parking Space or a booking, complies with the terms of this Agreement.
4. PARKGENE is the Owner’s agent for the purpose of this Agreement but is not the Owner. This Agreement is between the Driver and the Owner (for details of the terms which apply between the Driver and PARKGENE, please see the Driver Agreement or for the terms which apply between the Owner and PARKGENE, please see the Owner Agreement). PARKGENE is an intended third-party beneficiary of this Agreement and has the right to enforce this

Agreement but it shall have no obligations to the Driver or the Owner under this Agreement.

5. The Owner grants a license to the Driver to use and occupy the Parking Space for the dates and times set out in booking (the "License Period"). The Driver is not a tenant of the Owner and has not been granted exclusive possession of the Parking Space.

Booking and Payment

1. The Driver and the Owner agree with each other to make all bookings for the Parking Space through PARKGENE and acknowledge that PARKGENE will handle the booking and payment process on the Owner's behalf.
2. All bookings and payments will be made in accordance with the Driver Agreement and the Owner Agreement and the Driver acknowledges that all payments made to PARKGENE are received by PARKGENE as agent for the Owner.
3. The Owner accepts that payment of the fees for the license to PARKGENE represents a full discharge of the Driver's payment obligations for that booking.

Cancellation Policy

1. All bookings are made subject to the cancellation policy as set out in (a) through (d) below (the "Cancellation Policy") and the Driver and the Owner each agree to comply with the terms of the Cancellation Policy and authorize PARKGENE to administer the Cancellation Policy, if necessary, by making refunds. The Cancellation Policy is as follows:
 - a. There is no cancellation for hourly. The Driver will be charged in full for all hourly bookings that the Driver confirms;
 - b. Cancellation requests for monthly parking must be received by PARKGENE at least 72 hours before the booking start time;
 - c. PARKGENE will mediate when necessary and has the final say in all disputes; and
 - d. A booking is officially cancelled once PARKGENE approves the cancellation request.
2. The Driver must cancel his or her booking by logging on to the App and processing the cancellation through the Site. Notice of cancellation will be deemed to be received at the point the Driver issues a cancellation request for the Driver's monthly booking. PARKGENE is not responsible for any transmission failures.
3. If the Driver fails to cancel the booking using the PARKGENE cancellation procedure the Driver will be liable for the full amount of the fees payable to the Owner and will not receive any refund whatsoever.
4. In the event of exceptional circumstances beyond the reasonable control of the Driver causing the Driver to no longer require the Parking Space, the Driver may request an exceptional cancellation and may receive a refund other than in accordance with the Cancellation Policy. The Driver must inform PARKGENE of the exceptional circumstances before the License Period is due to start. The Driver and the Owner agree that whether or not a cancellation is due to exceptional circumstances and whether or not a refund

is due will be at the sole discretion of PARKGENE who will decide on the amount of the refund (if any). The Driver and the Owner agree that the decision of PARKGENE will be binding.

5. The Owner agrees to honour all bookings.
6. If the Owner needs to cancel the Driver's booking due to exceptional circumstances beyond the Owner's reasonable control, the Owner agrees to inform PARKGENE. PARKGENE makes no guarantees or warranties that alternative parking can be found and accepts no liability arising from the failure of the Owner or the Driver to honour the booking or for the costs of alternative parking or other costs arising directly or indirectly as a result of the breach of any terms of this Agreement.
7. The Owner agrees that if he or she needs to cancel a Driver's booking and the circumstances are not exceptional nor are they beyond the Owner's reasonable control, the Driver will be entitled to a full refund and the Owner also agrees to discharge any additional cost which is payable by the Driver for suitable alternative parking arrangements.
8. The Driver and the Owner agree that whether or not an Owner's cancellation is due to exceptional circumstances beyond the Owner's reasonable control and whether or not the Owner is responsible for the Driver's additional costs will be determined at the sole discretion of PARKGENE who will decide on the amount of the compensation (if any). The Driver and the Owner agree that the decision of PARKGENE will be binding.

End of License Period

1. The Driver must vacate the Parking Space and cease using the Parking Space by the end of the License Period.
2. Unless Owner has agreed to a later departure time or an extended License Period (and the Owner agrees with the Driver that such agreement must be through PARKGENE), the Driver will be liable to pay the equivalent of the fee for a full day for the Parking Space for every completed half hour period that the Driver overstays beyond the end of the License Period.
3. The Owner authorizes PARKGENE to collect payment of any such additional fees from the Driver on behalf of the Owner.
4. If the Driver overstays by more than 2 hours then the Owner reserves the right to instruct a third party to remove the Driver's vehicle(s) from the Parking Space (and the Driver will be charged for the costs of any such action).

Driver obligations

1. The Driver has primary responsibility for his or her own safety and the safety of his or her vehicle during the License Period. The Owner is not responsible for ensuring the safety of the Driver or the vehicle.
2. The Driver may not allow any other person and may not allow any vehicle other than the vehicle specified in the Driver's account registered with PARKGENE (an "Account") to occupy the Parking Space at any time during the License Period. This Agreement applies solely to the Driver and the Owner and may not be transferred to any other person. If anyone other than the Driver attempts to use the Parking Space or if anyone attempts to park a different vehicle in the Parking Space during the License Period, the Owner

may refuse access to that individual and the individual's vehicle (even if the individual has the authority of the Driver).

3. The Driver represents, warrants and agrees that the Driver will:
 - a. keep the Parking Space clean, tidy and clear of trash and leave the Parking Space in the same condition as it was found;
 - b. park the vehicle in the Parking Space without obstructing any adjoining or nearby parking spaces or property;
 - c. notify the Owner and PARKGENE of any damage to the Parking Space during the License Period as soon as it occurs;
 - d. not do or permit to be done on the Parking Space anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Owner or to the owner or occupier of neighbouring property;
 - e. not conduct any illegal or immoral activity from the Parking Space;
 - f. not conduct any business or commercial activity whatsoever from the Parking Space;
 - g. not use the Parking Space for any purpose other than for parking;
 - h. maintain insurance on the vehicle as required by applicable law;
 - i. indemnify and hold harmless the Owner against all loss, liability, damages, costs and expenses arising from the Driver's negligence in connection with the Parking Space, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Owner; and
 - j. act with courtesy towards the Owner.
4. The Driver acknowledges that the Parking Space is someone else's property and agrees not to access any other part of the property to which the Parking Space is attached.

Owner obligations

1. Although the Driver has primary responsibility for his or her own safety and the safety of his or her vehicle during the License Period and the Owner is not responsible for ensuring the safety of the Driver or the vehicle, the Owner will not deliberately do or omit to do anything which will or is likely to put the Driver's vehicle or persons at risk.
2. The Owner shall ensure that the Parking Space is properly and fully described in the PARKGENE listing and, in particular, if the Parking Space is not suitable for certain types of vehicle or if there are any access restrictions the Owner will specify this.
3. The Owner will ensure that the Parking Space is available for the duration of the License Period and will not obstruct the Driver or prevent the Driver from parking in the Parking Space. The Owner will not allow any person other than the Driver and shall not allow any vehicle other than the vehicle specified in the Driver's Account to occupy the Parking Space at any time during the License Period.
4. The Owner represents, warrants and agrees that:
 - a. the Parking Space listing is true, complete and accurate;
 - b. the Owner will ensure that the Parking Space may be accessed easily by the Driver and is not obstructed at the start of or during the License Period;

- c. the Owner will ensure that the Parking Space is clean, tidy and clear of trash at the start of the License Period;
- d. the Owner will indemnify and hold harmless the Driver against all loss, liability, damages, costs and expenses arising from the Owner's negligence in connection with the Parking Space, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Driver; and
- e. the Owner will act with courtesy towards the Driver and assist and cooperate with the Driver in relation to locating the Parking Space.

Complaints, Claims and Liability

1. Each party agrees that if any dispute arises concerning the Parking Space or otherwise during the License Period each party will attempt to resolve such dispute in the first instance by directly communicating with the other.
2. In the event that a dispute cannot be resolved directly, it is agreed that either party may refer the dispute to PARKGENE or make a complaint about the other. Both parties authorize PARKGENE to deal with the dispute or complaint as it sees fit and agree to abide by any decisions PARKGENE may make in such circumstances, including requiring refunds to be made or compensation to be paid.
3. Clauses 7(i) or 7(ii) are without prejudice to either party's rights to bring or settle any claim against the other.
4. Neither party will be liable to the other for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any consequential, special, indirect, or exemplary damages whatsoever arising out of this Agreement, the Parking Space or the License Period however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages.
5. The Owner's liability for all losses (with the exception of wilful or reckless damage to property, fraud, or personal injury or death arising as a result of negligence) will be limited to the cost of obtaining a replacement Parking Space for the agreed License Period or the amount of the Parking Space fees and charges paid by the Driver, whichever is the higher amount.
6. The Driver's liability for all losses (with the exception of wilful or reckless damage to property, fraud, or personal injury or death arising as a result of negligence) will be limited to the amount of the Parking Space fees and charges paid or payable by the Driver.

General Release

1. Owner and Driver each hereby fully and forever release PARKGENE and its partners, employees, attorneys, agents, successors, representatives, shareholders, parent companies, subsidiaries, affiliated companies and assigns, jointly and severally (collectively, the "PARKGENE Parties"), and hereby fully and forever discharge and agree to hold the PARKGENE Parties harmless from and against any and all claims and causes of action, in law or in equity, disputes, suits, debts, liens, rights, contracts, agreements, acts, promises, liabilities, obligations, demands, damages, losses, costs, fees (including, without limitation, those of attorneys) and expenses, of whatsoever

kind or nature, whether known or unknown, suspected or unsuspected, which exist, may have existed or which may in the future exist between Owner or Driver on the one hand and the PARKGENE Parties, or any of them, on the other hand in connection with this Agreement.

2. The liability excluded under clause 8(i) excludes situations where fraud, wilful concealment or theft shall be shown to have taken place on the part of PARKGENE and nothing in this Agreement limits or excludes PARKGENE's liability for fraud or fraudulent misrepresentation.

General

1. Each party agrees that it has the power and authority to enter into this Agreement.
2. Neither party will be entitled to assign or sub-contract their obligations under this Agreement (save for any duties which may be carried out by PARKGENE as agent for the Owner as set out in this Agreement, the Driver Agreement and the Owner Agreement).
3. Neither party will be liable to the other or be deemed to be in breach of the terms of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any event of force majeure beyond the party's reasonable control such as severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war or civil unrest.
4. Save in the case of fraud, the terms of this Agreement represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
5. The parties agree that the terms of this Agreement are fair and reasonable in all the circumstances. However, if any provision is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
6. This Agreement is governed by the laws of Singapore applicable therein, without reference to the principles of conflicts of law.
7. If either party breaches the terms of this Agreement and the other party decides to take no action or neglects to do so, then the other party will still be entitled to take action and enforce its rights and remedies for any other breach.

Questions

If at any time you would like to contact us with your views about these terms of use, you can do so by emailing us at: info@PARKGENE.io

Last Updated: MAY 7th, 2017

PARKGENE Owner Agreement

Introduction

1. These Terms and Conditions ("Terms") will apply at any time you ("you" or the "Owner") the owner or operator of one or more parking spaces (each a "Parking Space") use any websites and mobile applications (collectively, the

“Site”) made available by PARKGENE (“us”, “we” or “PARKGENE”) or use any services (“Services”) provided or arranged by PARKGENE including the provision of a technology platform to arrange and schedule parking with registered drivers and by continuing to use the Site or the Services you agree to be bound by these Terms, which establish a contractual relationship between you and PARKGENE (the “Agreement”)

2. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Your continued use of the Site or Services following the posting of any changes to these Terms will mean you accept those changes. Please check these Terms regularly for updates.
3. Please note that these Terms apply only to the provision of Services directly by us to you, namely the provision of a technology platform to arrange and schedule parking with registered drivers (“Drivers”). These Terms do not apply to the licensing and use by Drivers of the Parking Space itself which is dealt with under the terms of your Driver/Owner License Agreement with such Drivers.
4. The Driver/Owner License Agreement and any additional restrictions included in your listing are a contract between you and the Driver. We are not a party to that agreement and we will not be liable to you, the driver or any third party for any breach of the driver/owner license agreement or otherwise in relation to the parking space. you acknowledge that we are not a real estate broker, agent or insurer and that we have no control over the conduct of drivers or parking space owners. you agree that we have no responsibility or liability related to the conduct of any driver and disclaim all liability in this regard to the fullest extent permissible by law.

Registration

1. You will not be able to list a Parking Space through the Site or use the PARKGENE mobile application if you have not registered an account with us (an “Account”).
2. To register we will require that you provide us with your name, address, date of birth, phone number and a valid email address as well as at least one valid method of payment. We may also require additional information from time to time. You agree to maintain accurate, complete, and up-to-date information in your Account. Please note that we may use any personal information that you provide to us in accordance with our privacy policy (“Privacy Policy”). The Privacy Policy forms part of this Agreement.
3. By registering, you warrant that you are at least 18 years of age.
4. You may not have more than one account and we reserve the right at our discretion to close the account of any person who in our opinion possesses more than one account at any time
5. You will be asked to create a password when registering. If you reveal your password to a third party who then accesses the Site or uses our Services, that third party will be deemed to be acting as an agent for you. We will not be held responsible for any action taken by any third party who has gained access to your account.
6. You must supply a valid email address and a valid phone number when registering so that we can email booking confirmations and other information relating to your use of our Services. You consent to receive communications

from us by email and phone and you agree that all agreements, notices, disclosures and other communications that we provide to you by email and phone satisfy any legal requirement that such communications be in writing. We will not be held responsible if you fail to provide a valid email address or phone number and you do not receive a booking confirmation or other information from us that you might be expecting. If you become aware that you have supplied an invalid email address or phone number, please contact us immediately to update your Account information.

7. We may suspend or close your Account at any time if, in our sole opinion, you are in breach of any term of this Agreement or any term of a Driver/Owner License Agreement. If we suspend or close your Account you will not be able to use our Services any longer and may not be able to access all areas of the Site. In the event that your Account is closed, you will not be entitled to register again.

Services and Listing

1. We may advertise your Parking Space on our Site and provide information to Drivers and prospective Drivers who may wish to use the Parking Space.
2. You will be required to complete your own listing for the Site. In your listing, you agree to provide all relevant information about the Parking Space including:
 - a. the address of the Parking Space;
 - b. any restrictions on the types of vehicles for which the Parking Space is suitable;
 - c. any other information or restrictions that apply to the Parking Space and that a Driver should be aware of before booking the Parking Space.
3. You are responsible for the accuracy of all information in your listing and any information you provide to us in relation to a booking. You may be liable to the Driver under the Driver/Owner License Agreement if the information you provide is inaccurate, incomplete or misleading in any way. Your liability may include any reasonable losses incurred by the Driver as a result of such inaccurate, incomplete or misleading information provided by you and you may be ordered to pay reasonable damages on the basis of misrepresentation, breach of contract or otherwise.
4. We reserve the right to conduct a physical inspection of the Parking Space at any time and may remove your listing if the Parking Space does not conform to the information you have provided or our standards or we believe you to be in breach of your obligations under clause 11 (Your Obligations).
5. In addition to advertising the Parking Space, we will be entitled to send promotional emails to Drivers and provide such information about your Parking Space as we may deem appropriate to promote PARKGENE or your Parking Space.

Appointment as Agent

1. You appoint us as your agent for the purposes of forming binding agreements between you and the Driver to whom you agree to grant a license to use the Parking Space. You also appoint us to collect payment from the Driver.

2. At the time, we confirm the booking of the Parking Space and receive payment from the Driver (see clause 6 below), a binding agreement will be formed (the “Driver/Owner License Agreement”) between you and the Driver. The agreement will be on standard terms and will only include any additional restrictions relating to your Parking Space if listed by you in accordance with clause 3(ii)(c).
3. You may not incorporate any additional terms into the Driver/Owner License Agreement other than the restrictions clearly included in your listing. You agree not to propose any additional terms to the Driver or amendments to the Driver/Owner License Agreement after a booking has been made without our consent. The Driver is not obliged to accept any further terms once we have accepted a booking on your behalf.

Bookings

1. Where you elect to use the PARKGENE booking service, your Parking Space will be treated as available unless you inform us otherwise. It is your responsibility to dictate availability of your spot. You are able to change this at any time through the PARKGENE application. The only time you are unable to change is if a Driver is currently parking in your spot under licensed time period. Based on the availability information you have provided to us, we will tailor the Site listing for your Parking Space. If you have not changed your settings to make your spot unavailable for a particular date or time then you may be liable to pay the reasonable costs of alternative arrangements for a Driver who makes a booking for such date and time.
2. Where Instant Booking is used, you agree that we will manage the entire booking process and you authorize us to accept a booking for an available date and issue a Driver/Owner License Agreement without contacting you. We will accept payment from the Driver on your behalf at the time of booking as set out below.

Payment

1. All payments through bookings are handled through the **GENE Wallet**
2. You authorize us to accept and hold such payments on your behalf. We will forward the initial payment to you that we have received from the Driver immediately through the GENE Wallet, withholding the commission PARKGENE charges for use of the service.

Parking Spaces

1. Before any License Period you must ensure that the Parking Space is in a satisfactory condition and is able to meet the requirements of the Driver under the booking.
2. You represent and warrant that:
 - a. you own the Parking Space or that you are authorized to allow third parties to use the Parking Space and, where necessary, you have permission from your landlord, tenant or condominium association (or other persons who control any condominium of which the Parking

Space is a part) to do so. If you are in any doubt you should check the terms of your lease (or sublease), freehold title, mortgage, deed of trust, condominium documents or any other documents of record to ensure that you are able to grant a license to use your Parking Space in the manner envisaged by this Agreement and/or your agreement with Drivers.

- b. you have all necessary regulatory and planning approvals to grant a license to use the Parking Space and that the license to use the Parking Space will comply with all applicable laws, tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licenses to use residential and other properties.
3. You agree to notify us immediately upon receiving any notice, correspondence or contact in any other form from any landlord, tenant or condominium association (or other persons who control any condominium of which the Parking Space is a part) or any governmental authority, in connection with the use of your Parking Space for purposes envisaged by this Agreement and/or your Driver/Owner License Agreement; and upon request, you agree to provide copies thereof to us. Following such notice from you we reserve the right to terminate this Agreement and remove the Parking Space from the Site.
4. You agree that we will not be liable to you, the Driver or any other third party (such as a landlord, tenant, condominium association (or any other persons who control any condominium of which the Parking Space is a part) or management company) if you do not have the necessary authority and approvals referred to in clause 8(ii) above and you agree to indemnify and hold harmless PARKGENE for any loss we may suffer as a result of your breach of the representation and warranty above.

Complaints and Disputes

1. You agree that if you have any dispute with a Driver concerning your Parking Space or any use of the Parking Space you will attempt to resolve it in the first instance by directly communicating with the Driver.
2. In the event that a dispute cannot be resolved with the Driver directly you may refer the dispute to us or make a complaint. Similarly, a Driver may refer a dispute to us. In either case, you authorize us to deal with the dispute or complaint as we see fit and you agree to abide by any decisions we may make in such circumstances, which may include requiring you to refund any payments you have received or requesting that a Driver pays any outstanding amounts in relation to the relevant booking.

Cancellation and Termination

1. You agree to abide by the cancellation policy set out in the Driver/Owner License Agreement ("Cancellation Policy").
2. Furthermore, you agree that if a Driver wishes to cancel a booking they may do so through us and our Site. If we are required to process a cancellation, we will do in accordance with the Cancellation Policy.

3. If we have received any payments in respect of a booking before a License Period begins and such booking is subsequently cancelled by you or the Driver you authorize us to refund the Driver from any payments we are holding on your behalf. Where you have received payments directly you are required to refund the Driver in accordance with the Cancellation Policy.
4. We reserve the right to cancel your Account and terminate this Agreement if you do not refund a Driver within the timeframes specified in the Cancellation Policy. We may also collect payment from the debit or credit card details you have supplied and use these to discharge your liability to a Driver for a cancelled booking.

Your Obligations

1. You agree:
 - a. that you have the power and authority to enter into this Agreement and any agreement with a Driver for the use of a Parking Space;
 - b. to honour all accepted bookings with Drivers;
 - c. to provide your Parking Space in accordance with the details and information set out in your Site listing;
 - d. not to create any false Account with PARKGENE or use your Account with PARKGENE for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings or money laundering;
 - e. to deal with all Drivers in a professional and courteous manner and in such a way as to not cause any harm or damage to our reputation;
 - f. to deal with all queries from Drivers relating to a Parking Space or booking in a prompt and satisfactory manner;
 - g. to comply with all applicable laws, tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licenses to use residential and other properties;
 - h. subject to clause 9, use your best endeavours to settle any disputes that may arise during a Driver's License Period including taking such action as is necessary to bring the dispute to a satisfactory conclusion as soon as practicable so that the Driver may still fulfil his booking; and
 - i.
2. To use PARKGENE as your exclusive agent for the purposes of making and accepting bookings from Introduced Drivers. For the purposes of this clause an "Introduced Driver" means any person who:
 - a. has made a booking of your Parking Space through PARKGENE; or
 - b. has made an enquiry about your Parking Space through PARKGENE (whether or not such person completed a booking); or
 - c. has become aware of you or your address or the address or location of your Parking Space directly or indirectly as a result of your listing with PARKGENE; or d) has made you aware of their need for parking through PARKGENE whether or not in any of the above scenarios such person completes a booking with you or a third party ("Introduced Parking Space Owner"). In the event of a booking between an Introduced Driver and an Introduced Parking Space Owner the Terms contained in this Agreement that relate to fees payable to PARKGENE will apply to the Introduced Parking Space Owner.

3. In the event that you arrange any booking or rental of or grant a license to use your Parking Space to an Introduced Driver (or any other person who is responsible for or entitled to drive the same car as an Introduced Driver) within a period of 12 months from the end of any Introduced Driver's License Period (if the Introduced Driver makes a booking) or the date on which we introduced the Introduced Driver to you or the Introduced Driver became aware of you or your Parking Space through PARKGENE, then you will be liable to us for the fees we would have received had such a booking been made in accordance with the Terms of this Agreement. You will also be liable for the costs we incur in enforcing this clause 11(ii) and we reserve the right to deduct such fees and costs using the debit or credit card details you have supplied to us or by reducing your PARKGENE balance accordingly.
4. We reserve the right to inspect the Parking Space at any time to verify any fees due in accordance with clause 11(ii).

Termination

1. We may immediately terminate this Agreement or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.
2. If we terminate this Agreement, the Terms of this Agreement will continue in full force, so far as such Terms relate to existing bookings or the consequences of any previous booking (including Terms relating to fees, disclaimers, liability and damage). For further clarity, you agree to honour any outstanding bookings you agree to indemnify us on a continuing basis in respect of any cancelled booking.
3. If existing bookings cannot be honoured (e.g. because you sell the property to which the Parking Space is attached), then you will be fully liable to us (under the Terms of this Agreement) for all associated costs, charges, damage and liability which we may incur as a result and you agree to indemnify us on a continuing basis in respect of any such cancelled booking.
4. You are hereby made aware that you may also be liable to the Driver (under the Driver/Owner License Agreement) for any reasonable associated costs, charges, damage and liability which the Driver incurs as a result of any of the events described in clause 14(iii), including the Driver's costs of having to make alternative parking arrangements.

Insurance

1. You will be entirely responsible for any and all insurance that you may require for the purposes of granting any license to use your Parking Space.

Disclaimers

1. If you choose to use the Site and Services, you do so at your sole risk. You acknowledge and agree that PARKGENE does not have an obligation to conduct background checks on any Driver. The Site and Services are provided "as is", without warranty of any kind, either express or implied.

Without limiting the foregoing, PARKGENE explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. PARKGENE makes no warranty that the Site or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. PARKGENE makes no warranty regarding the quality of the Services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Site or Services.

2. No advice or information, whether oral or written, obtained from PARKGENE or through the Site or Services will create any warranty not expressly made herein.
3. You are solely responsible for all of your communications and interactions with other users of the Site or Services and with other persons with whom you communicate or interact as a result of your use of the Site or Services, including, but not limited to, any Drivers. You understand that PARKGENE does not make any attempt to verify the statements of users of the Site or Services or to review or visit any Parking Spaces. PARKGENE makes no representations or warranties as to the conduct of users of the Site or Services or their compatibility with any current or future users of the Site, or Services. You agree to take reasonable precautions in all communications and interactions with other users of the Site or Services and with other persons with whom you communicate or interact as a result of your use of the Site or Services, including, but not limited to, Drivers, particularly if you decide to meet in person.

Indemnity

1. You agree to defend, indemnify and hold harmless PARKGENE, its affiliates, and their respective officers, directors, managers, employees and agents ("PARKGENE Indemnitees") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to lawyer's and accountant's fees) arising from: (i) your actions or omissions in relation to the Services, the Site, the Parking Space or any booking; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that any content uploaded by you to the Site caused damage to a third party; (v) your violation of any law, including any applicable provisions of laws, statutes, rules, regulations, municipal by-laws or government policies; or (vi) your breach of the Driver/Owner License Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Site. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify PARKGENE.

Limitation of Liability

1. PARKGENE will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will PARKGENE be liable for any consequential, special, indirect, or exemplary damages whatsoever arising

out of (i) errors, mistakes, or inaccuracies of the Site or Services, (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Site or Services or any booking with a Driver, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein, (iv) any interruption or cessation of transmission to or from the Site, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party, or for any loss or damage of any kind incurred as a result of your use of the Site or Services, however caused and under any theory of liability even if we are advised of the possibility of such damages. You acknowledge that the amounts payable under this Agreement are based in part on these limitations, and you further agree that these limitations will apply to the full extent permitted by law and irrespective of the nature of the cause of action, demand, or action by you including but not limited to breach of contract, negligence, tort, strict liability or any other legal theory and will survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or of any remedy contained herein.

2. For the avoidance of doubt, the liability excluded under clause 18(i) includes any loss arising from your dealings with any Driver or arising from the Parking Space and we shall have no liability to you whatsoever for any act or omission of the Driver in connection with the Parking Space or a booking. We will not be liable to you in the event of a claim by a Driver against you and, for the avoidance of doubt, we shall not be required to return any money received by us under this Agreement to either you or the Driver in such circumstances.
3. Our liability to you for all losses under this Agreement is capped at the total fees paid by you to us under this Agreement.
4. No claim may be brought against us in relation to this Agreement more than 12 months following the date on which your Parking Space to which such claim relates was last promoted on our Site.
5. You agree that the exclusions of liability contained in this clause 18 are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Site and Services and responsibility for the Parking Space and fulfilment of a booking lies solely with you for whom we act only as an agent in a limited capacity.
6. The liability excluded under this clause 18 excludes situations where fraud, wilful concealment or theft shall be shown to have taken place on our part and nothing in this Agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or the negligence of our employees, agents or self-employed contractors or for fraud or fraudulent misrepresentation.

Non-solicitation

1. You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of PARKGENE or any Driver or other Owner through any communication including written and oral communication made by yourself or a third party to transact outside of the Site.

Referral Reward Program

You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of PARKGENE or any Driver or other Owner through any communication including written and oral communication made by yourself or a third party to transact outside of the Site.

1. You have an Account on the Site;
2. The referred user may not already have an Account (active or inactive) on the Site;
3. The referred user must sign up for an Account using the activation link of the referral invitation;
4. You will not receive rewards if you're the Owner on a booking with a person you refer. Additionally, if both a Driver and Owner are referred by you, you will not receive rewards if they book with one another.
5. Your rewards will be released approximately two weeks after the qualifying Parking Space booking is made.
6. We reserve the right to terminate the Accounts of referring or referred users, if, in our sole discretion, they have acquired rewards by fraud or have used or attempted to use the acquired rewards in a way that violates these Terms.
7. We reserve the right to terminate the Program or change the terms at our own discretion at any time.
8. All questions or disputes regarding eligibility for the Program or the eligibility of rewards for accrual will be resolved by PARKGENE in its sole discretion.

General

1. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to the physical or electronic address of the other party as may be notified by one party to the other.
2. No term of the Agreement will be enforceable by any person that is not a party to it.
3. You may not assign this Agreement without our written approval. We will be entitled to assign or sub-contract our obligations under this Agreement without your consent.
4. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.
5. Each party acknowledges that the Agreement, including the Privacy Policy, contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular, it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.
6. You agree that these Terms are fair and reasonable in all the circumstances. However, if any provision of these Terms is held to be invalid or

unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

7. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
8. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

Governing Law and Jurisdiction

1. This Agreement is governed by the laws of Singapore applicable therein, without reference to the principles of conflicts of law.

Dispute Resolution

1. In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts located in Singapore. Any arbitration, mediation or other conciliatory process must be initiated and carried out in Ontario.
2. You acknowledge that PARKGENE's rights and your obligations to PARKGENE are of a unique and irreplaceable nature, the loss of which shall irreparably harm PARKGENE and which cannot be replaced by monetary damages alone so that PARKGENE shall be entitled to injunctive or other equitable relief (without the obligation of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).
3. Disputes will be resolved only on an individual basis and will not be consolidated with any other claims, suits or other proceedings that involve any claim of any other party.
4. You agree that the provisions in this clause 23 will survive any termination of this Agreement.

Questions

If at any time you would like to contact us with your views about these terms of use, you can do so by emailing us at: info@PARKGENE.io

Last Updated: May 7th, 2018

PARKGENE Driver Agreement

Introduction

1. These Terms and Conditions ("Terms") will apply at any time you ("Driver" or "you") use any websites and mobile applications (collectively, the "Site") made available by PARKGENE ("us", "we" or "PARKGENE") or use any services ("Services") provided or arranged by PARKGENE, and by continuing to use the Site or the Services you agree to be bound by these Terms, which

establish a contractual relationship between you and PARKGENE (the "Agreement").

2. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Your continued use of the Site or Services following the posting of any changes to these Terms will mean you accept those changes. Please check these Terms regularly for updates.
3. Please note that these Terms apply only to the provision of Services directly by us to you, namely the provision of a technology platform to arrange and schedule parking with registered parking space owners ("Owners"). These Terms do not apply to the use of any particular parking space ("Parking Space"). The granting of licenses to use Parking Spaces by Owners is dealt with under the terms of a Driver/Owner License Agreement with the Owner (please see paragraph 7).
4. This Agreement is with you, the person using the Services, and you will be responsible for ensuring that any person (an "Authorized Person") you allow to use a Parking Space in respect of which you have been granted a license complies with the Terms of this Agreement and the Driver/Owner License Agreement. You agree that you are responsible for the conduct of any such Authorized Person.
5. The Driver/Owner License Agreement and any additional restrictions included in an Owner's listing are a contract between you and the Owner. We are not a party to that agreement and we will not be liable to you, the owner or any third party for any breach of the driver/owner license agreement or otherwise in relation to the parking space. you acknowledge that we are not a real estate broker, agent or insurer and that we have no control over the conduct of drivers or parking space owners. you agree that we have no responsibility or liability related to any parking space provided to you by an owner and disclaim all liability in this regard to the fullest extent permissible by law.

Registration

1. You will not be able to book a Parking Space through the Site or use the PARKGENE mobile application if you have not registered an account with us (an "Account").
2. To register we will require that you provide us with your name, address, car license plate, car make, model and color, phone number and a valid email address. We may also require additional information from time to time. You agree to maintain accurate, complete, and up-to-date information in your Account. Please note that we may use any personal information that you provide to us in accordance with our privacy policy ("Privacy Policy"). The Privacy Policy forms part of this Agreement.
3. By registering, you warrant that you are at least 18 years of age.
4. You may not have more than one account and we reserve the right at our discretion to close the account of any person who in our opinion possesses more than one account at any time
5. You will be asked to create a password when registering. If you reveal your password to a third party who then accesses the Site or uses our Services, that third party will be deemed to be acting as an agent for you. We will not be held responsible for any action taken by any third party who has gained access to your account.

6. You must supply a valid email address and a valid phone number when registering so that we can email booking confirmations and other information relating to your use of our Services. You consent to receive communications from us by email and phone and you agree that all agreements, notices, disclosures and other communications that we provide to you by email and phone satisfy any legal requirement that such communications be in writing. We will not be held responsible if you fail to provide a valid email address or phone number and you do not receive a booking confirmation or other information from us that you might be expecting. If you become aware that you have supplied an invalid email address or phone number, please contact us immediately to update your Account information.
7. We may suspend or close your Account at any time if, in our sole opinion, you are in breach of any term of this Agreement or any term of a Driver/Owner License Agreement. If we suspend or close your Account you will not be able to use our Services any longer and may not be able to access all areas of the Site. In the event that your Account is closed, you will not be entitled to register again.

Bookings

1. If a Parking Space is available for booking, you will be able to see its availability. If the dates and times you require are available, you may select the required dates and times.

Payment

1. We are authorized by the Owner to accept payment from you on the Owner's behalf. You agree to pay the advertised fees for any Parking Space Booking requested in connection with your Account.

Parking Spaces

1. You agree that the Site is a platform for advertising Parking Spaces that are owned by Owners and we have no responsibility for the Parking Space other than to provide the Services under this Agreement which includes administering and confirming Bookings and collecting payment on behalf of the Owner.

Owner's Responsibility

1. We are not responsible for the location or condition of a Parking Space, its availability or the conduct of the Owner during the License Period. We act as agent for the Owner and by making a Booking you are entering into an agreement with the Owner under which the Owner is bound to provide you with the Parking Space, subject always to the Driver/Owner License Agreement.
2. Unless stated otherwise in these Terms, once we have confirmed your Booking we have no further obligation to you in relation to the Parking Space, your License Period or your Booking and all responsibility lies with the Owner.

3. We try to ensure that our Owners offer a good service and provide their Parking Space in accordance with your expectations but we accept no responsibility and will have no liability to you if the Parking Space or the services of the Owner generally do not meet your requirements or you find them unsatisfactory in any way.

The License

1. You must only use the Parking Space at the times specified in the Booking confirmation. If you use the Parking Space at any earlier or later time you may be liable to the Owner under the Driver/Owner License Agreement and your vehicle may be towed or ticketed. The Driver/Owner License Agreement contains fixed costs that are payable by you in the event of an overstay.
2. You must use the vehicle for which you have provided us with details. If you use a different vehicle you may be unable to park.
3. During your License Period, if you have any concerns or queries about the Parking Space you must contact the Owner using the contact telephone number where provided or on the Site.
4. Upon arrival at the Parking Space at the start of your License Period, you should inspect the Parking Space and ensure you are satisfied that it meets the description on the Site. If you are not so satisfied you must contact the Owner immediately.
5. You will be held liable if you park at the incorrect property.

Complaints and Disputes

1. You agree that if you have any dispute with an Owner concerning the Owner or the Parking Space, you will attempt to resolve it in the first instance by directly communicating with the Owner.
2. In the event that a dispute cannot be resolved with the Owner directly, you may refer the dispute to us or make a complaint. Similarly, an Owner may refer a dispute to us. In either case, you authorize us to deal with the dispute or complaint as we see fit and you agree to abide by any decisions we may make in such circumstances, which may include requiring that you make a further payment to the Owner or that the Owner refund payments it has received in relation to the relevant Booking to you.
3. In the event that we determine that an Owner should make a refund or other payment to you and if we are holding funds on behalf of the Owner we may make the refund on the Owner's behalf (but we are not under an obligation to do so). You must raise any dispute with us as soon as possible. If we have passed on your payment to an Owner then you are responsible for payment recovery from the Owner.

Cancellation and Termination

1. You agree to abide by the cancellation policy set out in the Driver/Owner License Agreement ("Cancellation Policy").
2. Furthermore, you agree that if an Owner wishes to cancel a Booking the Owner may do so through us and our Site. If we are required to process a cancellation, we will do in accordance with the Cancellation Policy.

3. If you have paid a Booking deposit and are required to make further payments to an Owner under the Cancellation Policy, you authorize us to collect payment on behalf of the Owner using the credit or debit card details you have supplied. We also reserve the right to cancel your Account and terminate this Agreement if you do not make payment within the timeframes specified in the Cancellation Policy.
4. For the avoidance of doubt, it is the Owner's responsibility to make any refund you are entitled to under the Cancellation Policy. However, if we are holding funds on behalf of the Owner we may make the refund on the Owner's behalf (but we are not under an obligation to do so).

Your Obligations

1. You agree:
 - a. to observe and act in accordance with each Driver/Owner License Agreement;
 - b. that you will not create any false Account or use your Account for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent Bookings or money laundering;
 - c. not to use the Parking Space or deal with the Owner in any way which could be deemed to be harmful to the business or reputation of PARKGENE or to do anything which may detrimentally affect the use and enjoyment of the Site or our Services by any other users or third parties or might adversely affect our relationship with an Owner;
 - d. not to attempt to contact an Owner directly until a Booking has been confirmed; and
 - e. not to attempt to book any Parking Space advertised on our Site other than through the booking procedure described in clause 3.
2. You warrant that:
 - a. you have the power and authority to enter into this Agreement and any agreement with an Owner for the use of a Parking Space; and
 - b. you have a valid driving license, vehicle registration and insurance; and
 - c. any provincial or federal fees, taxes or charges applicable to the vehicle are paid up.

Insurance

1. We may immediately terminate this Agreement or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.
2. In the event of termination, the Terms of this Agreement will continue in full force, so far as such Terms relate to existing Bookings or the consequences of any previous Booking (including Terms relating to fees, disclaimers, liability and damage).

Insurance

1. You will be entirely responsible for any and all insurance that you may require for the purposes of using a Parking Space.

Non-solicitation

1. You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of PARKGENE or any Driver or other Owner through any communication including written and oral communication made by you or a third party to transact outside of the Site.

Disclaimers

1. If you choose to use the Site or Services, you do so at your sole risk. You acknowledge and agree that PARKGENE does not have an obligation to conduct background checks on any Parking Space Owner. The Site and Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, PARKGENE explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. PARKGENE makes no warranty that the Site or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. PARKGENE makes no warranty regarding the quality of the Services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Site or Services.
2. No advice or information, whether oral or written, obtained from PARKGENE or through the Site or Services will create any warranty not expressly made herein.
3. You are solely responsible for all of your communications and interactions with other users of the Site or Services and with other persons with whom you communicate or interact as a result of your use of the Site or Services, including, but not limited to, any Parking Space Owners. You understand that PARKGENE does not make any attempt to verify the statements of users of the Site or Services or to review or visit any Parking Spaces. PARKGENE makes no representations or warranties as to the conduct of users of the Site or Services or their compatibility with any current or future users of the Site, or Services. You agree to take reasonable precautions in all communications and interactions with other users of the Site or Services and with other persons with whom you communicate or interact as a result of your use of the Site or Services, including, but not limited to, Owners, particularly if you decide to meet in person.

Indemnity

1. You agree to defend, indemnify and hold harmless PARKGENE, its affiliates, and their respective officers, directors, managers, employees and agents ("PARKGENE Indemnitees") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to lawyer's and accountant's fees) arising from: (i) your actions or omissions in relation to the Services, the Site, the Parking Space or the Booking; (ii) your

violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that any content uploaded by you to the Site caused damage to a third party; (v) your violation of any law; or (vi) your breach of the Driver/Owner License Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Site. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify PARKGENE Indemnitees.

Limitation of Liability

1. PARKGENE will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will PARKGENE be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of (i) errors, mistakes, or inaccuracies of the Site or Services, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site or Services or any Booking with an Owner to the fullest extent permissible by law, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein, (iv) any interruption or cessation of transmission to or from the Site, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party, or for any loss or damage of any kind incurred as a result of your use of the Site or Services, however caused and under any theory of liability even if we are advised of the possibility of such damages. You acknowledge that the amounts payable under this Agreement are based in part on these limitations, and you further agree that these limitations will apply to the full extent permitted by law and irrespective of the nature of the cause of action, demand, or action by you including but not limited to breach of contract, negligence, tort, strict liability or any other legal theory and will survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.
2. For the avoidance of doubt, the liability excluded under clause 17(i) includes any loss arising from your dealings with any Owner or arising from the Parking Space and we shall have no liability to you whatsoever for any act or omission of the Owner in connection with the Parking Space or your Booking.
3. Our liability to you for all losses under this Agreement is limited to the total amount paid by you to us (as agent for the Owner) under this Agreement.
4. No claim may be brought against us in relation to this Agreement more than 12 months following the Booking to which the claim relates.
5. You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Site and Services and responsibility for the Parking Space and fulfilment of a Booking lies solely with the Owner for whom we act only as an agent in a limited capacity.
6. The liability excluded under this clause excludes situations where fraud, wilful concealment or theft shall be shown to have taken place on our part and nothing in this agreement limits or excludes our liability for fraud or fraudulent misrepresentation.

General

1. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to the physical or electronic address of the other party as may be notified by one party to the other.
2. No term of this Agreement will be enforceable by any person that is not a party to it.
3. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.
4. Each party acknowledges that the Agreement, including the Privacy Policy, contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular, it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.
5. You agree that these Terms are fair and reasonable in all the circumstances. However, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
6. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
7. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

Governing Law and Jurisdiction

1. This Agreement is governed by the laws Singapore applicable therein, without reference to the principles of conflicts of law.

Dispute Resolution

1. In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario. Any arbitration, mediation or other conciliatory process must be initiated and carried out in Ontario.
2. You acknowledge that PARKGENE's rights and your obligations to PARKGENE are of a unique and irreplaceable nature, the loss of which shall irreparably harm PARKGENE and which cannot be replaced by monetary damages alone so that PARKGENE shall be entitled to injunctive or other

equitable relief (without the obligation of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).

3. Disputes will be resolved only on an individual basis and will not be consolidated with any other claims, suits or other proceedings that involve any claim of any other party.
4. You agree that the provisions in this clause 20 will survive any termination of this Agreement.

Questions

If at any time you would like to contact us with your views about these terms of use, you can do so by emailing us at: info@parkgene.io

Last Updated: May 7th, 2018